

# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Colleen Ryan, Grants Specialist/797-1024

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** All Districts

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE SUBAGREEMENT TO JOINT PARTICIPATION AGREEMENT WITH THE SOUTH FLORIDA EDUCATION CENTER FOR THE PURCHASE, INSTALLATION AND MARKETING OF BICYCLE RACKS ON SHUTTLE BUSES.

**REPORT IN BRIEF:** This resolution approves the subagreement with the South Florida Education Center (SFEC) that is attached as Exhibit I. The subagreement falls under the Joint Participation Agreement (JPA) that is being executed by the Town of Davie and the Florida Department of Transportation (FDOT) for the funding of bicycle racks on shuttle buses operated by the SFEC. The proposed subagreement will subgrant funds awarded through the JPA to the SFEC to implement the project.

With this subagreement, the SFEC agrees to purchase, install and market bicycle racks on select shuttle buses and to provide the cash match. The Town agrees to sponsor the project with FDOT, and to subgrant the \$3,000 grant to the SFEC on a reimbursement basis. This subagreement incurs no costs for the Town. FDOT is providing \$3,000 in grant funding. SFEC will contribute the \$3,000 cash match.

**PREVIOUS ACTIONS:** None

**CONCURRENCES:**

**FISCAL IMPACT:**

Has request been budgeted? No

If yes, expected cost: None

Account Name:

If no, amount needed: No Town funding is necessary for the project.

What account will funds be appropriated from:

**RECOMMENDATION(S):** Motion to approve the resolution

**Attachment(s):** Resolution, Exhibit 1 – Subagreement to Joint Participation Agreement

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE SUBAGREEMENT TO JOINT PARTICIPATION AGREEMENT WITH THE SOUTH FLORIDA EDUCATION CENTER FOR THE PURCHASE, INSTALLATION AND MARKETING OF BICYCLE RACKS ON SHUTTLE BUSES.

WHEREAS, the Town of Davie will execute a Joint Participation Agreement (JPA) with the Florida Department of Transportation for the funding of bicycle racks on shuttle buses operated by the South Florida Education Center (SFEC); and

WHEREAS, the Town of Davie wishes to subgrant funds received through the JPA to the SFEC to implement the project; and

WHEREAS, the SFEC will purchase, install and market bicycle racks through the subagreement project and will provide the \$3,000 cash match.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie authorizes the Mayor to execute the Subagreement to Joint Participation Agreement with the South Florida Education Center, which is attached as Exhibit I, on behalf of the Town of Davie.

SECTION 2. The Town Council authorizes the Grants Specialist to execute time extensions, invoices, payments and other documents related to the Subagreement.

SECTION 3. The Town Council authorizes the Director of Budget and Finance to recognize grant revenue and to appropriate funds into the departmental budget.

SECTION 4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005.

**SUBAGREEMENT TO JOINT PARTICIPATION AGREEMENT**

This Subagreement, entered into by and between the **TOWN OF DAVIE**, hereinafter referred to as the “TOWN” and the **SOUTH FLORIDA EDUCATION CENTER, INC.**, hereinafter referred to as the “SFEC”, constitutes an Agreement under the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION “PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT” Financial Project No.: 41675219401 which is attached hereto as Exhibit “A”.

**WITNESSETH;**

**WHEREAS**, the Town of Davie and the State of Florida Department of Transportation (FDOT) have entered into a Joint Participation Agreement whereby the FDOT will provide certain funds to the Town for the purpose of purchasing, installing and marketing bicycle racks on shuttle buses to increase ridership for the SFEC; and

**WHEREAS**, the SFEC desires to have bicycle racks installed on three of its community buses for the purpose of increasing ridership on said buses; and

**WHEREAS**, the SFEC has agreed to purchase, install and market bicycle racks on its shuttle buses for the previously stated purposes; and

**WHEREAS**, the TOWN and the SFEC desire to enter into this Subagreement to the Joint Participation Agreement whereby the Town shall be the sponsor and the SFEC shall be the subrecipient of the FDOT grant award under the provisions set forth in the Subagreement.

**NOW, THEREFORE**, the SFEC agrees to perform the services for the consideration stated herein under the covenants and conditions hereinafter set forth:

**ARTICLE 1 – STATEMENT OF WORK**

SFEC shall utilize any and all grant awards provided to it under this Subagreement and any other funds necessary or required under the terms of this Subagreement to purchase, install and market bicycle racks on its shuttle buses.

**ARTICLE 2 – DURATION OF SUBAGREEMENT**

The provisions established within this Subagreement shall continue in effect and run concurrently with the Joint Participation Agreement between the FDOT and the Town of Davie.

### **ARTICLE 3 – PROJECT DIRECTOR**

The work to be performed by the SFEC will be directed by Mr. Larry Penso. In the event that the Project Director is replaced, the SFEC will inform the TOWN's contact person, Ms. Colleen Ryan.

### **ARTICLE 4 – ESTIMATED COSTS**

The estimated total cost of performance of this Subagreement is an amount not to exceed \$6000.00. Under the terms of this Subagreement, the SFEC as Subrecipient, will receive the sum of \$3000.00 from the TOWN. The SFEC shall be responsible for matching the grant award of \$3000.00 and shall utilize all funds for the purposes set forth in this Subagreement.

### **ARTICLE 5 – PAYMENT**

Upon receipt of the grant award from the FDOT, as stated within the Joint Participation Agreement and after review of a detailed line-item invoice submitted by the SFEC to the TOWN, the TOWN will transmit the (\$3000.00) grant award to the SFEC.

### **ARTICLE 6 – REPORT**

Within 30 days following the completion of the project, the SFEC shall prepare a final report/invoice indicating all expenditures incurred by SFEC in completing the project.

### **ARTICLE 7 – RECORDS AND AUDITS**

1. The books of account, files and other fiscal records of the SFEC which are applicable to this Subagreement shall be available during all normal working hours for inspection, review and audit by the TOWN and its representatives to determine the proper application and use of all funds paid to, or for the account and benefit of the SFEC. The documentation of these costs will remain on file for the period required by the FDOT.

2. The SFEC assumes sole responsibility for reimbursement to the TOWN of a sum of money equivalent to the amount of any expenditures disallowed should the FDOT rule through an audit that expenditures from funds allocated to the SFEC for the cost of the project were not made in compliance with the terms and conditions of this Subagreement.

### **ARTICLE 8 – INDEPENDENT CONTRACTOR**

It is neither intended nor implied that personnel employed by the SFEC will be construed as employees, agents, or representatives of the TOWN. SFEC is solely responsible for any and all acts and/or omissions of its employees and/or agents in completing the project.

**ARTICLE 9 – INDEMNITY/ HOLD HARMLESS**

The SFECTMA agrees to indemnify and hold harmless the TOWN, its officers, agents, and employees from any and all liability, defense costs, including attorneys’ fees, and all other fees incidental to the defense, loss, or damage that the TOWN may suffer as a result of claims, demands, costs, or judgments against it arising from the subject project. Nothing in this Subagreement shall be construed to affect in any way the TOWN’s rights, privileges and sovereign immunity, nor bestow any rights upon any third party.

**ARTICLE 10 - GENERAL PROVISIONS**

1. This terms and responsibilities set forth in this Subagreement shall not be transferable by the subrecipient.
2. All provisions of this Subagreement shall be construed in accordance with the laws of the State of Florida. The jurisdiction and venue for any litigation concerning any provision of this Subagreement shall be within the courts of Broward County, Florida.
3. In the event of any litigation concerning this Subagreement, the prevailing party will be awarded reasonable attorneys’ fees.
4. The terms and provisions of this contract have been reviewed by both parties. No provision herein shall be construed more strongly against either party.

**IN WITNESS WHEREOF**, the parties hereto have hereunder set their hands and seals on the day and year first above written.

**TOWN OF DAVIE**

**SFEC**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_

Attested to by Town Clerk

Attested to:

\_\_\_\_\_

\_\_\_\_\_